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*Carlton Fields practices law in California through Carlton Fields Jorden Burt, LLP*

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For valuable consideration I have received, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby give \_\_\_\_, Inc. (the "Company") and its agents, representatives, licensees, successors, and assigns (collectively, the Company’s Representatives”) the absolute, perpetual, irrevocable and royalty-free right and unrestricted permission and license to use throughout the world my name, biographical information, likeness, image, voice, visual likeness and/or appearance (collectively, “My Personal Likeness”) as may be embodied in any photographs, film video recordings, audio tapes, digital images or digital audio and/or video recordings, or in any other visual images or audio recordings that during the time I am employed by or otherwise performing services for the Company may be taken or made of me by the Company or any of its employees, consultants or vendors (including any photographers or videographers engaged by or acting on behalf of the Company) (collectively, and as the same may be modified, adapted, altered or the like pursuant to the following provisions of this agreement, the “Materials”), and I agree that such rights of the Company shall include the right to:

## copyright any such photographs, film, videos, other visual images, audio recordings or other Materials in the name of Company or in any other name that Company may choose;

## use, reuse, exploit, adapt, modify, alter, reproduce, distribute, exhibit, broadcast, transmit, digitally download, stream, publish and republish and publicly perform and display and otherwise exploit, in any form now known or later developed or devised, those photographs, film, or other visual images or audio recordings or other Materials in whole or in part, including my image or visual likeness, my name and biographical information, and/or my voice in whatever form as embodied or included therein or composite or distorted in character or form, including by incorporation in publications, catalogues, brochures, advertisements, electronic communications, books, magazines, stand placements, exhibits, motion picture films, web pages and websites, video recordings and/or all other media, whether severally or in conjunction with other photographs, videos, other visual images or audio recordings, in any medium or media(online and otherwise) whatsoever, and for any purpose whatsoever, including for commercial, informational and/or educational purposes and/or for the purposes of illustration, promotion, advertising and/or trade; and

## use my name in connection with those photographs, videos, other visual images or audio recordings if the Company so chooses.

I hereby release and discharge, and I hereby agree to indemnify, defend and save and hold harmless, the Company and the Company’s Representatives, including any of its or their photographers/videographers/ camera persons taking any photographs, videos, other visual images or audio recordings (all of which, including the Company, being the “Company Indemnitees”), from any and all claims or demands I or any third party (including any of my heirs, estate, successors or assigns) may have now or in the future arising out of, in relation to or in connection with the use of My Personal Likeness, including the use of the photographs, film, videos, other visual images, audio recordings or other Materials including or embodying the same, including any and all claims for defamation (including libel and slander), or copyright infringement, misappropriation or misuse of image or under or in connection with my rights of privacy or publicity.

I irrevocably waive any right to inspect or to approve any Material that may be created using or that includes or embodies My Personal Likeness and waive any claim with respect to the eventual use to which My Personal Likeness may be put. My Personal Likeness may be used at the Company’s sole discretion, with or without my name or with a fictitious name, and with fictitious or accurate biographical material, alone or in conjunction with any other material of any kind or nature except that the Company will not use My Personal Likeness for any criminal or illegal purposes. I understand and agree that, as between the Company and me, the Company will be the sole and exclusive owner of the Materials and all right, title and interest (including copyright and other intellectual property rights) therein and thereto.

This authorization and release shall inure to the benefit of the legal representatives, licensees, successors and assigns of the Company.

This agreement is being made and entered into in California and shall be governed by and interpreted under the laws of the State of California without regard to any choice of law or other principals or rules that would provide for any other law to apply. It is understood and agreed that the word “including” as used herein shall in each case be deemed to mean “including, without limitation.” This agreement, which may be executed in counterparts, embodies the entire agreement of the parties with respect to the subject matter hereof. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

I am over the age of 18 and I have read the foregoing agreement and release and fully understand its contents.

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| --- | --- |
| DATED: | BY:  SIGNATURE  NAME (Print):  ADDRESS:    WITNESSED BY:  SIGNATURE OF WITNESS |

NAME: